

SURVEY AFFIDAVIT AND AGREEMENT
For Commercial Transactions (Lender's Coverage Only)

To: Metro Title Company, LLC and either First American Title Insurance Company, Lawyers Title Insurance Corporation or Stewart Title Guaranty Company (hereinafter "Title Company")

1. The undersigned hereby states that they are owner(s) of the property shown on that certain survey dated _____, 200__, by _____ RLS, (the "Existing Survey") said property being further identified below or described on Exhibit "A" attached hereto:

_____ ("the Property").

2. The Property is being mortgaged to _____ ("Lender"). Lender requires title insurance without exception to matters a current survey of the property would reveal. The borrowers have requested that Title Company use the existing survey in lieu of a current survey of the property.

3. For the purpose of inducing Lender to make disbursement of the proceeds of such loan and inducing Title Company to issue its policies without exception to matters that a current survey would reveal and with knowledge that Lender and Title Company will and are relying upon the statements and representations herein made in paying out the proceeds of such loan and issuing of such title insurance, the undersigned say(s) that the Existing Survey has been examined and that there have been no improvements added, no encroachments upon nor alterations made from the date of the Existing Survey to the present. The undersigned further certifies that the Existing Survey represents an accurate and complete representation of the physical status of the Property as it currently exists.

4. That the undersigned have no knowledge of any dispute of any kind concerning the boundary lines as shown on the Existing Survey.

5. That the undersigned agree(s) to indemnify and hold the Lender and/or Title Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees which the Lender and/or Title Company shall or may suffer or incur or be liable for under its said policy or policies directly or indirectly, out of reliance on the Existing Survey or in connection with the enforcement of their rights under this agreement.

This the ____ day of _____, 200__.

EXECUTION BY OWNER

ENTITY NAME

Printed/Typed Name: (SEAL)

By: _____

Printed/Typed Name: (SEAL)

Printed/Typed Name:

Title:

Printed/Typed Name:

STATE OF _____ COUNTY OF _____

Printed/Typed Name: (SEAL)

Sworn to and subscribed before me this the _____
day of _____, 20__.

Printed/Typed Name:

Printed/Typed Name: (SEAL)

Name: _____, Notary Public

Printed/Typed Name:

My Commission Expires: _____

Notary Seal
